CIL-202206-008

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EXHIBIT

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BIT5IVE, LLC
AMENDMENT #1 TO HOSTING AND SECURITY AGREEMENT

This Amendment #1 to that Hosting and Security Agreement (this "**Amendment**") is effective as of May _21_, 2022, by and between Bit5ive, a Florida LLC ("**Host**"), and Crypto Infiniti LLC ("**Client**", and together with the Host, the "**Parties**"), as an amendment to that Hosting and Security Agreement (the "**Agreement**") which is not dated, and is entered into by and between the Parties, and is attached hereto as Exhibit A.

WHEREAS, the Parties desire and agree to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the premises and of the mutual promises herein contained, the parties agree as follows:

1. Paragraph 1.2 is hereby amended and restated fully as follows:

    Installation and Testing. Upon receipt of Client's Equipment, Host shall perform commercially reasonable testing in accordance with Host's equipment testing procedures and notify Client of any malfunctioning Client Equipment within forty-eight (48) hours of discovering the malfunction. Host shall install properly functioning Client's Equipment in the Client Space under the supervision of the Client's assigned supervisor. Host shall be liable for any damage to the equipment caused by the technical irregularity performed by Host during the installation. The location of the Client Space shall be 2076 Foster Mill Drive, LaFayette, GA 30728 as to 4MW and shall be 124 Hyatt St., Gaffney, SC 29341 as to 8MW; *provided, however*, that Client's reasonable preferences identified to Host may be considered. Host shall not be liable for any defects or malfunctions in Client's Equipment or for failing to identify any hidden defects during installation or testing.

2. Paragraph 12.6 is hereby amended and restated fully as follows:

    Assignment. Either Party may assign this Agreement or resell the Services, or sublicense or sublease the Services without the prior written consent of the other Party in such Party's sole and exclusive discretion.

3. Exhibit A is hereby amended and restated fully as follows:

Exhibit A

Client Equipment

QTY	Description
1,055	Bitmain Antminers

4. The table under the first recital is hereby amended to reflect the following which shall be effective beginning on July 1, 2022:
    a. Total Power Supply: 12MW
    b. Monthly Hosting Rate: Actual Electric Consumption of Client Equipment at $0.055/kWh as to 8mw at the Gaffney, South Carolina facility and $0.06/kWh as to 4mw at the Lafayette, GA facility.

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c. The term of the Agreement shall begin on the Commencement Date and end on the date two (2) calendar year(s) following of the Commencement Date (the **"Initial Term"**).

d. The Agreement is automatically renewing for periods of one year unless terminated solely by the Client in compliance with the Initial Terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Hosting and Security Agreement as of the Effective Date.
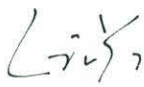
Bit5ive LLC

By: _____

Name: Robert Collazo

Title: President and CEO

Email: robert@bit5ive.com

Address: 12301 NW 112 Ave
Medley, FL 33178

Crypto Infiniti LLC

By: _____

Name: Yi Lin

Title: Director

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